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06/10/2008 12:29PM BXTALON GROUP  
Robert G. Montgomery  
Franklin County Recorder

(3)

1444 289A  
Talon Title - W

- SPACE ABOVE THIS LINE RESERVED FOR RECORDER -

## SECOND MORTGAGE

### OHIO HOUSING FINANCE AGENCY / DOWNPAYMENT ASSISTANCE

THIS SECOND MORTGAGE is made this 4th day of June, 2008, between the Mortgagor, Catherine M. Copas, unmarried and Jeremy L. Patete, unmarried (herein the "Borrower") and the Mortgagee, the Ohio Housing Finance Agency, whose address is 57 East Main Street, Columbus, Ohio 43215 (herein the "Agency").

WHEREAS, the Borrower is indebted to Agency in the principal sum of Three Thousand Two Hundred Ninety Six Dollars and 00/100 (\$3,296.00) which indebtedness is evidenced by the Borrower's Promissory Note dated June 4, 2008, and extensions and renewals dated thereof (herein "Note"), providing for payment of principal indebtedness;

TO SECURE to the Agency the repayment of the indebtedness evidenced by the Note; the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of the Borrower herein contained, the Borrower does hereby mortgage, grant and convey to Agency the following described property located in the State of Ohio:

#### SEE ATTACHED LEGAL DESCRIPTION

which has the address of (Street Address) 3860 W. Frazier Road, (City, State, Zip Code) Columbus, OH 43207 (herein the "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property".

BORROWER COVENANTS, represents and warrants to the Agency and its successors and assigns that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for the mortgage lien of the First Mortgage in favor of Fifth Third Mortgage Company, as lender (the "Mortgage Lender"), and for other encumbrances of record. Borrower covenants, represents and warrants to the Agency and its successors and assigns that Borrower will defend generally the title to the Property against all claims and demands, subject to the mortgage lien of the First Mortgage and other encumbrances of record.

BORROWER FURTHER COVENANTS and agrees with the Agency as follows:

**LEGAL DESCRIPTION**

Real property in the City of Columbus, County of Franklin, State of Ohio, and is described as follows:

Being Lot Number One Hundred Fourteen (114) in SOUTHERN PINES SECTION NO. 1, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 36, Page 32, Recorder's Office, Franklin County, Ohio.

010-137727-00

NOTICE TO BORROWER  
DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES.  
ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

Signed, sealed and delivered in the presence of:

BORROWER:

Name: Catherine M Copas Address: \_\_\_\_\_  
Catherine M. Copas

Name: Jeremy L. Petete Address: \_\_\_\_\_  
Jeremy L. Petete

BORROWER:

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

STATE OF OHIO

SS: \_\_\_\_\_

COUNTY OF FRANKLIN

The foregoing Second Mortgage was acknowledged before me, a notary public, in and for said  
county and state this 44 day of June, 2008 by \_\_\_\_\_.



PAMELA L. EICKSTADT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES MARCH 5, 2010

Pamela L. Eickstadt  
Notary Public